

BK 0346 PG 0279

STATE NS. - DE SOTO CO.

JAN 20 11 22 AM '99

SPECIAL WARRANTY DEED

BK 346 PG 279  
W.E. DAVIS CH. CLK.

STATE OF MISSISSIPPI

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§  
§

COUNTY OF DE SOTO

This Indenture, made OCT 1 1999 by STAR ENTERPRISE, a New York general partnership, having an office at 12700 Northborough Drive, Suite 400, Houston, Texas 77067, Tax I.D. No. 76-0567102 (the "Grantor") to MOTIVA ENTERPRISES LLC, a Delaware limited liability company, having an office at 1100 Louisiana Street, Suite 2200, Houston, Texas 77002, Tax I.D. No. 76-0262490 (the "Grantee").

WITNESSETH

In consideration of Four Hundred Sixteen Thousand One Hundred Eighty and 00/100 (\$416,180.00) Dollars and other good and valuable consideration paid in lawful money of the United States, Grantor does hereby grant, convey and release unto Grantee, its successors and assigns forever, all those certain plots, pieces and parcels of land more particularly described in Schedule A attached hereto and made a part hereof (the "Property"), together with the buildings, fixtures and improvements thereon erected,

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Property to the center lines thereof,

Together with the easements, appurtenances and other hereditaments appurtenant to the Property and all the estate and rights of Grantor in and to said Property, subject to all easements, rights of way and other matters of record affecting same, but

*Provided*, that Grantor expressly saves, retains, reserves and excepts from this conveyance unto itself and its successors and assigns, all right, title and interest in and to any oil, gas, and other minerals (including, without limitation, helium, lignite, sulphur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, and the right to explore for, develop and produce same, as well as the right to lease such portion of the Property hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the Property; but Grantor, its successors and assigns, shall have no right to use, or right of ingress to or egress from any part of the surface of the Property for exploration and producing purposes; and any oil and gas drilling operations, shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the Property. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb the use or operation of the Property or any improvements, installations, petroleum or other products contained in such improvements or installations or surface activities on the Property. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such mineral, oil and gas lease or leases.

Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

To have and to hold the Property unto Grantee, its heirs, successors and assigns forever.

Each Grantor covenants that it has not done or suffered anything whereby the Property has been encumbered in any way whatever, except for the aforesaid reservation of oil, gas and other minerals. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

IN WITNESS WHEREOF, Grantor has duly executed this Special Warranty Deed the day and year first above written.

STAR ENTERPRISE, a New York  
general partnership

By: [Signature]

Name: Seth L. Sharr

Title: Chief Executive Officer

EMERSON APPROVED

9. L. FRANCIS

ATTEST:

By: [Signature]

Name: CEYLINDA J. DUYKENDALE

Secretary

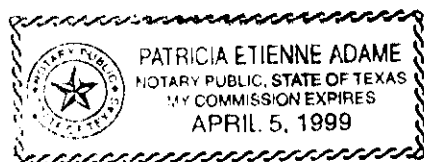
STATE OF TEXAS )

: ss

COUNTY OF HARRIS )

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Seth L. Sharr, who acknowledged that he/she is Chief Executive Officer of Star Enterprise, a New York general partnership, and that for and on behalf of said partnership and as its act and deed, he/she signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he/she having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 1st day of September, 1998.



[Signature]  
Name: Patricia Etienne Adame  
Notary Public  
My Commission Expires: April 5, 1999

Prepared By/Record And Return To:  
William F. Hyland, Jr., Esquire  
Brandt, Haughey, Penberthy, Lewis & Hyland, P.A.  
240 West Route 38  
P.O. Box 1002  
Moorestown, New Jersey 08057-0949  
(800) 910-8133

Grantor's Telephone Number:  
Star Enterprise - (281) 874-7000

Grantee's Telephone Number:  
Motiva Enterprises LLC - (713) 277-8000

## SCHEDULE A

Attached to and made a part of that certain Special Warranty Deed by and between Star Enterprise, as Grantor, and Motiva Enterprises LLC, as Grantee

PROPERTIES, FACILITIES AND INTERESTS OF GRANTOR, AS  
OWNER, SITUATED IN THE COUNTY OF DE SOTO, STATE OF  
MISSISSIPPI AND CONVEYED HEREUNDER:

All of Grantor's right, title and interest in and to the land and property conveyed by that certain Special Warranty Deed from Texaco Refining and Marketing Inc. to Star Enterprise, dated effective December 31, 1988, recorded October 30, 1989 in Deed Book 220 at Page 123 of the Office of the Chancery Clerk of DeSoto County, Mississippi, which property and land is more fully described as follows, viz:

That parcel of land being situated in the County of DeSoto, State of Mississippi, being more particularly described as follows, to-wit: That parcel of land situated in the Northwest quarter of SECTION 24, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DeSoto County, Mississippi, being more particular described as follows, to-wit: Location in Section 24, Township 1 South, Range 8 West, at the southwest corner of Interstate Highway No. 55 and State Line Road, more particularly described as follows: Beginning at point of intersection of south line of property conveyed to Mississippi Highway Commission (State Line Road) with the southwesterly line of Interstate Highway No. 55 right-of-way; thence west along the south line of property conveyed to Mississippi Highway commission (State Line Road) 225 feet to a point; thence south at an interior angle of 90 degrees 300 feet to a point; thence east at an interior angle of 90 degrees 360.70 feet to point in the southwesterly line of Interstate Highway No. 55 right-of-way; thence northwestwardly along the southwesterly line of Interstate Highway No. 55 right-of-way at an interior angle of 73 degrees 12 minutes 226.30 feet to a point; thence continuing northwestwardly along southwesterly line of Interstate Highway No. 55 right-of-way at an interior angle of 156 degrees 41 minutes 108.90 feet to the point of beginning.

Together with all buildings, structures, plants, facilities and improvements of every nature and character whatsoever, whether similar or dissimilar, situated wholly or partially on the above described property; with a municipal address of 785 W. Stateline Road, Southaven, Mississippi.